IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO.615 OF 2004
IN
ARBITRATION PETITION NO.217 OF 2004

Ashok Leyland Finance Limited .. Appellant.
V/s.
Mr.Omer Mohammed Ansari & Anr. .. Respondents.

Ms.Shakuntala Joshi for the appellant.

CORAM : R.M. LODHA, &
J.P. DEVADHAR, JJ.

DATED : 4TH OCTOBER, 2004.

P.C. :

Heard Ms.Joshi, the learned counsel for the appellant and perused the impugned order.

2. Upon consideration of the available material, we concur with the finding of the learned single Judge that neither the contract was entered into in Bombay nor the breach of the said contract can be said to have occurred in Bombay.

3. The arbitration petition on the original side of this court could not have been entertained for want of jurisdiction. The judgment of the

Supreme Court in the case of New Moga Transport Co. V/s. United India Insurance Co. Limited & Others [(2004) 4 Supreme Court cases 677] relied upon by the learned counsel for the appellant has no application to the facts of the present case.

4. The appeal is dismissed in limine.

(R.M. LODHA, J.)

(J.P. DEVADHAR, J.)